

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION

PENTHOUSE OWNERS ASSOCIATION, INC.

PLAINTIFF

V.

CIVIL ACTION NO.1:07CV568 LTS-RHW

CERTAIN UNDERWRITERS AT LLOYD'S, LONDON

DEFENDANT

**ORDER DENYING AS MOOT DEFENDANT'S MOTION IN LIMINE
TO PRECLUDE REFERENCES OR EVIDENCE RELATING TO OTHER PAYMENTS**

The Court has before it the motion [148] *in limine* of Certain Underwriters at Lloyd's, London (Lloyd's), to exclude evidence of payments for Hurricane damage by Lloyd's or other insurers. Lloyd's anticipated such testimony being offered in support of the plaintiff's claim that the damage to the insured property was done by wind, and not by storm surge flooding.

In light of my recent ruling [166] concerning the Lloyd's hurricane deductible endorsement, this motion is now moot. The cause of the damage to the insured property (wind v. water) is no longer an issue in this case. Other post-Katrina claims have no bearing on the remaining issue of damages under the Lloyd's policy.

Accordingly, it is hereby

ORDERED

That the motion [148] *in limine* of Certain Underwriters at Lloyd's, London, to exclude evidence of payments made by Lloyd's or other insurers following Hurricane Katrina is **DENIED AS MOOT**.

SO ORDERED this 26th day of January, 2009.

s/ L. T. Senter, Jr.
L. T. SENTER, JR.
SENIOR JUDGE